

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

SEMCON IP INC.,	§	
	§	Case No. 2:16-cv-00437-JRG-RSP (Lead)
v.	§	
	§	Case No. 2:16-cv-00438-JRG-RSP (Member)
MEDIATEK INC., MEDIATEK USA INC.	§	

**ORDER**

Semcon and MediaTek have informed the court that all claims have been resolved and that a settlement in principle has been reached. *See* Dkt. No. 609. Accordingly, it is ordered:

- (1) The parties' joint motion to stay deadlines, Dkt. No. 609, is granted.
- (2) The case is stayed until April 18, 2018.
- (3) If dismissal papers have not been filed by midnight, April 17, lead and local counsel must appear for a show cause hearing at 9:00 a.m. on April 18.<sup>1</sup>
- (4) If the parties file a notice or stipulation of dismissal instead of a motion to dismiss, the parties must notify the court by email to [clint\\_south@txed.uscourts.gov](mailto:clint_south@txed.uscourts.gov).
- (5) The motions pending at the following docket entries are denied as moot (without prejudice): Dkt. Nos. 306, 307, 309, 315, 319, and 525.

**So ordered and signed**

Mar 19, 2018



ROY S. PAYNE  
UNITED STATES MAGISTRATE JUDGE

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<sup>1</sup> Lack of payment by a defendant does not constitute adequate grounds for delaying dismissal papers or continuing the show cause hearing. Nor does a settlement agreement that conditions dismissal on payment. The Court may address lack of payment by retaining jurisdiction to enforce the settlement agreement, provided the parties' proposed dismissal order contains a provision to that effect. *See Hosp. House, Inc. v. Gilbert*, 298 F.3d 424, 431 (5th Cir. 2002) ("a district court has ancillary jurisdiction to enforce a settlement agreement only if the court makes the agreement part of its dismissal order").